

# **NEW ZEALAND BALLROOM DANCE COUNCIL**

*A trust acting as the governing body for competitive and recreational ballroom dancing in New Zealand*

Formally known as the New Zealand Dance and Dancesport Council (NZD&DC)

## **Constitution**

## **Table of contents**

NEW ZEALAND BALLROOM DANCE COUNCIL	1
Constitution	1
1 Name	3
2 Definitions and Interpretation	3
3 Sponsoring Bodies	4
4 Mission Statement	4
5 Objects of the Trust	4
6 Activities Restricted to New Zealand	5
7 Registered Office	5
8 The Board of Trustees	5
9 Officers of the Trust	6
10 Meetings of the Board	6
11 Powers of the Board	7
12 Income, Benefit or Advantage to be Applied to Charitable Purposes	8
13 Power to Delegate	8
14 Financial Arrangements	8
15 Common Seal	9
16 Alteration of this Deed	9
17 Trustee Liability	9
18 Regulations for the Operation of Dance and Competitive Dance	10
19 Change of Sponsoring Body	11
20 Dissolution of the Trust	11

## 1 Name

1.1 The name of the Trust is New Zealand Ballroom Dance Council<sup>1</sup>, hereafter called 'the Trust'.

## 2 Definitions and Interpretation

2.1 Definitions:

**'Board'** means Board of Trustees;

**'Board of Trustees'** means the Trustees appointed under rule 8;

**'Competitive Dance'** means competitive Ballroom, Latin American, New Vogue, and English Old Time/Classical Sequence dancing, and includes any variations provided they are sufficient connected with the listed styles.

**'Financial Registrant'** means a paid up and registered dancer, currently registered with the Trust;

**'NZD&DC'** means the New Zealand Dance and Dancesport Council;

**'NZFDT'** means the New Zealand Federation of Dance Teachers Incorporated;

**'Registrant's Trustee'** means one of the trustees appointed under rule 8.1(b);

**'SATD'** means the Society of Australasian Teachers of Dancing (N.Z.) Incorporated;<sup>2</sup>

**'Sponsoring Body'** means either NZFDT or SATD;

**'Trust'** means the New Zealand Ballroom Dance Council; and

**'Trustees'** means a person appointed under rule 8.1.

2.2 Interpretation:

- a Singular and plural: In this Constitution, if not inconsistent with the context:
  - i words importing the singular number only include the plural, and vice versa; and
  - ii words importing persons include firms and corporations, and firm includes partnership.
- b Headings: Headings shall not affect the interpretation of this Constitution.
- c Reference to statutes: Unless the context otherwise requires, references to a statute include:
  - i amendments to that statute;
  - ii a statute passed in substitution for that statute; and
  - iii regulations passed under that statute or any of its amendments or under a statute passed in substitution for that statute.

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<sup>1</sup> NZBDC, formerly NZD&DC

<sup>2</sup> The trading name of the Society of Australasian Teachers of Dancing (N.Z.) Incorporated is Australasian Dance Teachers (ADT) and references to either SATD or ADT will have the same meaning.

### **3 Sponsoring Bodies**

3.1 There are two Sponsoring Bodies of the Trust:

- a NZFDT; and
- b SATD.

### **4 Mission Statement**

4.1 The Trust will, in attaining its purposes: improve, expand, empower and succeed in the promotion and development of all forms of ballroom dance both competitive and social for all in New Zealand.

### **5 Objects of the Trust**

5.1 The objects of the Trust are to promote ballroom dancing and competitive ballroom dancing, hereinafter called "Competitive Dance," at all levels in New Zealand for its health, educational, sporting, recreational and artistic benefits, in particular:

- a To promote and publicise ballroom dancing as an enjoyable social activity with scope for more serious participants to engage in competitive activities.
- b To support and administer Competitive Dance within New Zealand, through:
  - i Obtaining funds, directly or indirectly;
  - ii Supporting marketing promotions and activities, either directly or indirectly;
  - iii Accepting contributions, grants, subsidies and similar from any source to be used for the benefit of New Zealand competitive dancers;
  - iv The advancement of Competitive Dance; and
  - v Any other purpose that fulfils the Trust's objectives.
- c To provide communication between all groups involved in Competitive Dance in New Zealand by allowing Competitive Dance participants to register their interest for an appropriate fee and for organisers of competitive events to register these on a calendar of events.
- d To act as New Zealand's Competitive Dance representative on an international level and to communicate and liaise with all international bodies involved in Competitive Dance or in which Competitive Dance is involved.
- e To ensure that the rules governing Competitive Dance in New Zealand and other countries involving Competitive Dance at professional and amateur levels are as uniform as possible, where it is in the best interests of New Zealand, and that changes in styles, new dances and dance types are similarly uniform.
- f To control and supervise amateur and professional competitions in New Zealand in all forms of dance and Competitive Dance recognised internationally and to assign competition grades and standards as appropriate and to keep grading records for all registrants.

- g To allocate funds to reserves for specific purposes, to promote these purposes and to provide subsidies or grants to persons to attain these specific purposes.

## **6 Activities Restricted to New Zealand**

- 6.1 The activities of the Trust will extend throughout New Zealand but shall not extend beyond this, except as necessary to give effect to the objectives of the Trust recorded in clause 5.1(d).

## **7 Registered Office**

- 7.1 The Trust will maintain a registered office where the Trust records are kept. The General Secretary shall advise the Registrar of Charitable Trusts of any changes in this address.

## **8 The Board of Trustees**

- 8.1 The Board will comprise seven trustees unless the application of Rule 19 results in changes to this number:
  - a Each Sponsoring Body will appoint two Trustees; and
  - b Registrants will appoint three trustees.
- 8.2 Sponsoring Body Trustees will be appointed for a term of two years. Registrant Trustees will be appointed for a term of three years. Each year one Trustee from each of the three groups will retire at the conclusion of the Annual General Meeting but will be eligible for reappointment or reelection.
- 8.3 Casual vacancies of a Sponsoring Body's Trustee shall be filled by the appropriate Sponsoring Body to hold office until the retirement date of the vacated trustee. A Sponsoring Body may also appoint an acting Trustee as a temporary alternate to fill vacancies caused by illness or unavoidable absence of one of their appointees. Notifications of any changes or temporary alternates must be sent to the General Secretary not later than 14 days before any meeting.
- 8.4 Any casual vacancy of a Registrant's Trustee will be replaced by a person selected by the remaining Registrant's Trustees, preferably the unelected nominee with the most votes in the immediately previous election, to hold office until the retirement date of the vacated Registrant Trustee.
- 8.5 Nominations from registrants will be called for on 1 October each year for one Registrant's Trustee to be elected. Nominations close on 31 October. Each nominee must be supported by one current Financial Registrant and to submit a short resume of no more than 250 words. Details of candidates will be circulated by 15 November. Each Financial Registrant will be entitled to one vote (where a Financial Registrant is under the age of 16 as at 1 October that year their vote shall be exercisable by their nominated guardian). Voting will be exercised by email with the voter's registration number. Voting closes on 30 November. The candidate receiving the most votes will be declared elected at the Annual General Meeting in the following February and hold office in accordance with rule 8.2.
- 8.6 The Trustees shall appoint from amongst themselves a President/Chairperson, who will be an Officer of the Trust.

- 8.7 The General Secretary will maintain a Register of Trustees including which Sponsoring Body, if any, they represent.
- 8.8 This rule is deleted but the text has been retained as a footnote for historical reasons to show how the initial composition of Trustees was selected. <sup>3</sup>

## **9 Officers of the Trust**

- 9.1 The Trustees shall appoint a General Secretary, a Registrar and such other officers of the Trust, as they consider necessary.
- 9.2 These officers need not be Trustees. Any person may hold more than one position. The General Secretary<sup>4</sup> shall keep a record of all officers appointed under this rule. The Trustees shall define the duties, where necessary, of any officer with such definitions permanently recorded by the General Secretary, together with any amendments and changes to these definitions. These definitions are not a part of the rules of the Trust.
- 9.3 The Trustees may determine a sum to be recognised as a voluntary Honorarium/Expense Allowance payable to any officer appointed under this rule. Trustees will not be paid an Honorarium for acting as a Trustee but may receive Honoraria as officers of the Trust or expenses under Rule 17.
- 9.4 Trustees should be recompensed for any out of pocket expenses incurred as a result of attending to their duties as Trustees, including travel costs, meeting or accommodation allowances when attending meetings.

## **10 Meetings of the Board**

- 10.1 An Annual General Meeting of the Board will be held in February of each year and Special General Meetings at any other times the Board shall decide. <sup>5</sup>
- 10.2 A quorum will comprise five Trustees, including at least one trustee from each sponsoring body.
- 10.3 The General Secretary will send a notice of the meetings and an agenda to all Trustees at least 14 days before each meeting.
- 10.4 All matters will be decided by consensus. Should a consensus not be reached then voting will be by a show of hands, unless two or more of those present request a secret ballot. Except as provided otherwise in these rules a simple majority will decide all matters. In the event of a tie then the President/Chairperson shall not have a casting vote and the motion will fail. The President/Chairperson shall be responsible for the conduct of all meetings and his decision shall be final.

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<sup>3</sup> Upon incorporation, the following rules will apply to the selection of trustees:

- a Upon incorporation each of the two sponsoring bodies of the Trust shall appoint two trustees, of good standing. In the first year a retiring trustee will be determined by lot. After the first year, each appointed Trustee will hold this position for two years.
- b Upon incorporation the three Registrant's Trustees will be the currently elected registrant's representatives on the NZD&DC. In each of the first two years a retiring Registrant's Trustee will be determined by lot. After the first year, each appointed Trustee will hold this position for three years.

<sup>4</sup> The General Secretary need not have specific expertise in all matters, e.g. Financial Reporting – in these cases the Trustees may appoint additional officers to overview these aspects of the General Secretary's responsibility to provide assurance to Trustees that these are being correctly addressed.

<sup>5</sup> Each such meeting may be held in person, by electronic conferencing or email as appropriate to circumstances and matters to be covered.

- 10.5 Should the President/Chairperson be absent then the remaining Trustees present at the meeting may elect a temporary Chairperson for that meeting only.
- 10.6 Should a Sponsoring Body's Trustee be unable to attend a meeting, the relevant Sponsoring Body may appoint a temporary replacement in accordance with rule 8.3.
- 10.7 Should a Registrant's Trustee be unable to attend a meeting, that Trustee may temporarily allocate their vote to any other Registrant Trustee, to be exercised at the meeting. Notice of any allocation (including who has been allocated the unavailable Trustee's vote) must occur as soon as reasonably practicable in the circumstances.
- 10.8 The General Secretary will ensure that a minute book is maintained which is available to any Trustee and which, for each meeting of the Board, records:
- a The names of those present;
  - b All decisions made by the Board; and
  - c Any other matters discussed at the meeting.
- 10.9 Should a quorum not be attained within 30 minutes of a scheduled meeting's commencement time, the meeting shall not be quorate and shall be postponed to the same time and venue 7 days later. The trustees present at this subsequent meeting shall form a quorum and be empowered to deal with the business agenda and any matters arising.

## **11 Powers of the Board**

- 11.1 In addition to the powers provided by the general laws of New Zealand or contained in the Trustee Act, 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:
- a To use the funds of the Trust as the Board thinks necessary or expedient in payment of the costs and expenses of the Trust, including the appointment and dismissal of professional advisors, agents, officers, and staff;
  - b To purchase, assume, lease or exchange or hire or otherwise acquire any real or personal property and any rights or privileges which the Board thinks necessary or expedient in order to attain the purposes of the Trust and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;
  - c To invest surplus funds in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Board thinks fit;
  - d To borrow or raise money from time to time with or without security and upon such terms as the Board thinks fit; and
  - e To do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the charitable purposes of the Trust.

## **12 Income, Benefit or Advantage to be Applied to Charitable Purposes**

- 12.1 Any income, benefit or advantage will be applied to the charitable purpose of the Trust. No Trustee or Sponsoring Body or any person associated with a Trustee shall participate in or materially influence any decision made by the Trustees in respect of any payment to or on behalf of that Trustee or associated person of any income, benefit, or advantage whatsoever.
- 12.2 Any such income paid to any person or organisation shall be reasonable and relative to that which would be paid in an 'arm's length' transaction, being the open market value. The provision and effect of clause 12 shall not be removed from this Deed and shall be embodied in any document replacing this deed of trust.

## **13 Power to Delegate**

- 13.1 The Board may from time to time appoint any committee and may delegate any of its powers and duties to such committee or to any person. The committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in the same way and with the same effect as the Board itself would have done.
- 13.2 Any committee or person to whom the Board has delegated powers or duties will be bound by the terms of the Trust and any terms or conditions of the delegation set by the Board. Such committee or person will keep written records of all proceedings in a manner similar to rule 10.8.
- 13.3 The Board will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Board.
- 13.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.
- 13.5 Any Trustee may attend meetings of any committee as an observer only.
- 13.6 Meetings under rule 13 may be conducted using any appropriate modern communication method, teleconference, Skype and email or other methods later developed. Seven days' notice shall be given of such meetings and the purpose but the President/Chairperson may call meetings with a shorter notice in the case of urgency.

## **14 Financial Arrangements**

- 14.1 The financial year of the Trust will be from 1 January to 31 December
- 14.2 At its first meeting the Board will decide by resolution the following:
- a How money will be received by the Trust;
  - b Bank accounts that will operate, including the purposes of and access to these accounts;
  - c Who will be allowed to authorise the production of cheques and the names of account signatories and the manner in which accounts will be operated; and
  - d The policy concerning the investment of money by the Trust, including what type of investment will be permitted.
- 14.3 The Board may vary any of the provisions of Rule 14.2 at any General Meeting.



- 14.4 The General Secretary will ensure that true and fair accounts are kept of all money received and expended by the Trust and that a register of all Trust assets is maintained.
- 14.5 The Board shall be presented statements showing the financial performance during the year<sup>6</sup> and the financial situation at the end of the year<sup>7</sup>. The Board may arrange for the accounts of the Trust for each financial year to be prepared, and or verified, by an accountant employed for that purpose.

## **15 Common Seal**

- 15.1 The Common Seal of the Trust, following its incorporation, will be kept in the custody and care of the General Secretary, or such other officer appointed by the Board.
- 15.2 When required, the Common Seal will be affixed to any document following a resolution of the Board and will be witnessed by the President/Chairperson (or a Trustee acting as a temporary Chairperson) and one other Trustee appointed by the Board.

## **16 Alteration of this Deed**

- 16.1 The Trustees may, by a motion decided by 75% of Trustees eligible to vote at a general meeting called for that purpose, by supplemental Deed, make alterations or additions to the terms and provisions of this Deed, provided that no such alteration or addition will:
- a Detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or
  - b Be made to rule 4, detailing the purpose of the Trust; rule 5, restricting activities to New Zealand; rule 12, restricting pecuniary interest; or rule 20, disposing of surplus assets; unless it is first approved in writing by the Commissioner of Inland Revenue.
- 16.2 The General Secretary shall give 28 days, notice of such a proposed rule change and circulate to all Trustees details of the proposed changes. The quorum at this meeting will be five Trustees.

## **17 Trustee Liability**

- 17.1 It is declared that:
- a The Trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, neglects, or defaults they would have received, notwithstanding their signing any receipt for the sake of conformity; and
  - b They are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, any Trust money or security is properly deposited or has come;
  - c No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;

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<sup>6</sup> These will be presented by the General Secretary within 10 working days of the end of each quarter ending March, June, September and December

<sup>7</sup> The annual financial statements will be provided to Trustees at the Annual General Meeting.

- d No Trustees hereof shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and or section 13C of the Trustees Act, 1956 (as enacted by the Trustee Amendment Act, 1988, or any statutory replacement or equivalent) unless such loss is attributable:
    - i To his or her own dishonesty; or
    - ii To the wilful commission by him or her of an act known by him; or her to be a breach of trust.
  - e Pursuant to Section 13D of the Trustees Act, 1956, it is intended by this clause that the duties imposed by Section 13B and Section 13C of the Trustee Act 1956 shall not apply to any Trustees hereof.
- 17.2 No Trustees shall be bound or permitted to take any proceedings against another Trustee for any breach or alleged breach of trust committed by that other Trustee.
- 17.3 Notwithstanding the procedure or otherwise of retaining assets in the Trust's accounts no Trustee shall be liable for any loss suffered by the Trust by reason of the Trustees retaining any asset forming part of the Trust's accounts.
- 17.4 The Trustees shall from time to time and at all times be indemnified by and out of the Trust property from and against all costs, charges, losses, damages and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party.

## **18 Regulations for the Operation of Dance and Competitive Dance**

- 18.1 The Board shall prepare a set of Regulations covering all aspects of competitive Ballroom Dancing and Competitive Dance in New Zealand. These shall apply to all Financial Registrants.
- 18.2 Without limiting the extent of the Regulations they shall address:
- a Registration of competitive dancers, fees payable by them and the manner in which the Registrar shall keep records and distribute funds arising from registrations;
  - b The operation and control of Competitive Dance competitions;
  - c The definition of types of dance and how they are performed; dress codes applicable to such dances; approved technique references;
  - d Such other regulations governing the detailed operation of dance and Competitive Dance as may be deemed appropriate from time to time; and
  - e Any other matters deemed necessary to the attainment of the objectives of the Trust.
- 18.3 The Trust shall publish its Regulations at suitable intervals and distribute this publication to all registered dancers via its website or such other media as may be applicable.
- 18.4 Regulations may only be adopted or changed by the Board at an Annual General Meeting or at a Special General Meeting called for that purpose with 28 days' notice. In all cases details of the proposed changes to the Regulations will be included with the notice.

- 18.5 Should a dispute arise at any time concerning the application or meaning of any part of the Regulations the matter shall be referred to the Board for a decision. The Board may use its powers of appointing committees or delegation to resolve the matter if it considers this appropriate. Decisions made under this Rule shall be final and binding on all parties.
- 18.6 The General Secretary will permanently record Regulations adopted under this rule, together with any amendments and changes to these regulations. Regulations are not a part of the rules of the Trust.

## **19 Change of Sponsoring Body**

- 19.1 In the event of a Sponsoring Body withdrawing for any cause rule 20 shall apply. This may require amendment to the numbers of Trustees and their methods of appointment. It does not affect Registrant's Trustees.

## **20 Dissolution of the Trust**

- 20.1 The Trust has been set up to organise and regulate various aspects of dance and Competitive Dance as covered in rule 4. For this reason dissolution is not to be considered except when there is no further interest in New Zealand in its objects.
- 20.2 Should a Sponsoring Body desire to withdraw from the Trust or be compelled to withdraw by circumstances then that Sponsoring Body will participate in amending the rules to allow continuation of the Trust by the remaining Sponsoring Body or the admission of a replacement sponsoring body.
- 20.3 If dissolution becomes necessary under this rule the General Secretary, with 28 days' notice, will call a General Meeting of Trustees, giving details of the purpose of the meeting. Those who attend shall be a quorum. This meeting shall consider a resolution for dissolution and such a resolution will require the support of 75% of those attending
- 20.4 Upon the winding-up of the Trust, or its dissolution by the Registrar, all surplus assets, after the payment of debts, costs and liabilities will be given to such other charitable organisation or organisations within New Zealand as the Board will decide. If the Trust is unable to make such a decision, the surplus assets will be disposed of in accordance of the directions of the High Court pursuant to section 27 of the Charitable Trusts Act, 1957, or subsequent enactment.